



City of Richmond

Report to Committee

To: General Purposes Committee
From: Amarjeet S Rattan
Manager, Business Liaison
Re: Richmond Film Strategy

To General Purposes - Jan 15, 2007
Date: December 18, 2006
File: 12-8060-20-8172

Staff Recommendation

That:

- 1. The Richmond Film Strategy, including the creation of a full time Film Coordinator position, be approved.
2. The attached Filming Fee Bylaw No.8172 be introduced and given 1st, 2nd and 3rd readings.

A. Rattan (handwritten signature)

Amarjeet S Rattan
Manager, Business Liaison
(4686)

FOR ORIGINATING DEPARTMENT USE ONLY
ROUTED TO: CONCURRENCE
CONCURRENCE OF GENERAL MANAGER
REVIEWED BY TAG YES NO
REVIEWED BY CAO YES NO

Staff Report

Origin

The Economic Advisory Task Force Report of May 2006 recommended, and in June, 2006 Council approved – ‘staff create a film industry development strategy including:

- a) Adopting a policy stating that the City is “Film Friendly” and supports the industry operating in the community.
- b) Creating and photographing a film location inventory for Richmond, particularly municipal properties and providing to the BC Film Commission for its library.
- c) Reviewing City regulations and fee schedules for the film industry and develop recommendations to ensure Richmond is competitive in the region.’

Analysis

The British Columbia Film and Television Industry

- In 1978, the film and television industry spent \$12 million directly on production in British Columbia.
- In 2005, the film and television industry spent over \$1.23 billion.
- On average, more than 90 percent of the production crews are British Columbians.
- About 30,000 British Columbia residents rely on the industry for their livelihood.

Production Facilities in British Columbia

- British Columbia is home to numerous film and video companies, and talent agencies.
- There are many post-production facilities, 60 shooting stages and a water tank.
- British Columbia has the ability to crew and service 40 projects simultaneously.
- The province offers competitive tax credits and a business-friendly work force with a tradition of stability.

Film and Television Produced in British Columbia

- 211 film and television productions were shot in British Columbia in 2005. These included 63 feature films, 31 TV Series, 93 other television productions, and 24 animations.
- Major movies and television series shot in British Columbia in recent years include: Eight Below, Fantastic Four, X-Men 3, Fire Wall, Elektra, Catwoman, I Robot, Chronicles of Riddick, Scooby Too, Paycheck, Agent Cody Banks, Dreamcatcher, The Core, Insomnia, Santa Claus 2, Dungeon Siege, Battlestar Galactica, Andromeda,

Smallville, Cold Squad, Stargate, Taken, Dark Angel, Da Vinci's Inquest, Dead Zone and Outer Limits.

How Does It Benefit Communities?

- Hotels, food suppliers, accounting services, vehicle rentals, gas stations and lumberyards are just a few of the businesses that benefit directly and significantly from production activity.
- Motion picture production is non-polluting, value-added and labour intensive; diversifies the British Columbia economy; and attracts foreign investment.

(Information from BCFC)

Marketing to the Film Industry

There are several factors that will influence a production company to select a specific area for filming.

- **Locations:** The first, and probably the most important thing which any movie company looks for is how the physical locations match the requirement of the film script. Generally, if the locations are right, many of the requirements discussed below can be negotiated favorably.
- **Housing:** A film company often has between 50 - 150 people working at the same time. These include the director, producer, designers, crew, actors, and office staff. They will be looking for affordable hotel accommodations within 30-45 minutes of the filming site that is capable of housing a group this large. If it is a long shoot, crew may prefer to be housed in a furnished apartment rather than in hotels. Since film companies typically work 12 - 18 hour days, six days a week, they prefer a hotel that provides free local phone calls and room service. If room service is not available, a restaurant nearby that is open 24 hours a day can suffice.
- **Services:** The film company will need to rent office furniture, cellular phones, cars and equipment, and will need to purchase supplies for wardrobe, set building and office work in the area.
- **Airport:** Since actors and crew people come and go on a film project, and since the film needs to be sent out on a daily basis for processing, the film company will be looking for the nearest commercial airport.
- **Crew Availability:** A film company on a limited budget prefers to be close to a city that has a concentration of crew people to staff the movie, so that they will not have to incur housing and per diem costs for the entire film crew.

Richmond Film Facts

Taking advantage of the City’s unique range of fabulous locations, production companies choose to shoot their Movies, TV Series and Commercials in Richmond. The following figures reflect the number of productions choosing to use Richmond locations:

	<u>2006 (to Oct.)</u>	<u>2005</u>	<u>2004</u>	<u>2003</u>	<u>2002</u>
MOVIES:	7	17	13	11	14
TV SERIES:	17	13	12	14	13
COMMERCIALS:	20	25	25	20	14

- In the popular TV series, Smallville, the pool where Sean attacked Chloe, is at the Richmond Minoru Aquatic Centre. The rose garden of Fantasy Garden World at 10800 No. 5 Rd. is where Cassandra told Lex his future. Scenes for the bowling alley were filmed at ‘Lois Lanes Bowling and Billards’ in Richmond (23200 Gilley Rd.).
- In RV, the \$50 Million movie starring Robin Williams, all of the exterior scenes shot in BC were..... filmed in Richmond.
- In the movie, Freddie Got Fingered, the scenes with the family house floating down the Nile River in Egypt were..... filmed in Richmond.
- For the movie, Mission to Mars, most of the scenes on the Martian surface werefilmed on Richmond sand dunes at the Fraserport lands, over a period of eight months.

(Recent Richmond Film Credits are attached).

Richmond Advantages

- Diversity of Locations:
Richmond has an enviable array of locations encompassing commercial, residential, industrial, agricultural, etc.
- Home to Vancouver International Airport:
Passenger and cargo airport services are essential to most film and TV productions.
- Large Hotel base:
Richmond has 24 hotels, the second largest hotel base next to Vancouver. Most hotels are in proximity to YVR; total 4,511 hotel rooms.

- Proximity to most other lower mainland municipalities:
Most film studios, equipment companies and post production facilities are located in Vancouver/Burnaby and are only a 20 minute drive from Richmond.

Richmond Challenges

- Lack of Richmond-based film facilities (studios, equipment companies, post production facilities); this may improve as more productions use Richmond locations.
- Some community locations are perceived to be problem zones; community outreach required to educate local residents and merchants on how to work with film industry.
- Lack of consistent marketing, communication and community outreach activities related to the Film Industry.
- Richmond is one of the only municipalities that does not have a separate Film Coordination Office. Currently, film production requests are handled by staff in the Transportation Department. While Transportation staff have done an admirable job of managing the demands of film productions, it is in addition to their other transportation related duties.

Issues Identified by the BC Film Commission

Staff met with Gordon Hardwick, Manager, Community Affairs for BCFC, on August 16, 2006 and received the following observations/recommendations:

- imperative to have a full time Film Coordinator at the municipal level empowered to make decisions.
- film industry needs consistency in dealing with municipal staff.
- use web site for just a few images keeping it simple, and identifying unique locations rather than tourism photos. Partner with BCFC location inventory.
- Richmond could streamline its online web information.
- 'one stop shopping' for filming in the municipality is the way to go.
- market tolerances are a factor; do not become dependent upon regular revenue from filming.
- inventory of locations plus descriptions - imperative to use BCFC data base to showcase Richmond as film companies use BCFC extensively.
- web site to also include a service directory of businesses for the film industry (e.g. food, clothing, materials, etc.).
- web site to include permit process, define any restrictions, keep fee structure simple. GIS would be a definite asset.
- private property owners can register with BCFC.
- before setting polices and guidelines check with BCFC .
- use BCFC as a marketing tool – do not produce brochures.

- work with the community so that it becomes film friendly (e.g. positive stories in the local newspapers).
- Coordination with police, fire, and engineering is a challenge. There needs to be a Film Coordinator to deal with issues as they arise and to inform in advance the various departments at City hall when filming is taking place so that feedback is solicited.
- Religious sites are unique in Richmond and should be marketed as potential locations.
- Have a licensing agreement for use of general property.
- Keep BCFC informed of what is happening in the community.
- Flexibility towards the film industry is very important.

Richmond Film Strategy:

1. The City establish and staff a full time Film Coordination Office:

Unlike many other municipalities, Richmond does not have a dedicated Film Coordination Office. A dedicated Film Coordination Office is essential to organize and streamline ongoing requirements for productions choosing to work in Richmond. The establishment of a Film Coordination Office will enable the City to provide the film industry with 'One Stop Service' for production requirements. Implementing communication and public relation strategies are also important activities to be undertaken by a Film Coordination Office.

Staff have surveyed 6 other large Lower Mainland municipalities and the GVRD to determine what staff resources are being allocated to hosting film industry business. The findings are as follows:

- City of Richmond –Traffic Supervisor handles filming requests as one of many job duties.
- City of Vancouver - 6 full time and 2 auxiliary staff
- City of Burnaby – 1 full time and 1 part-time film coordinator
- City of Surrey – 3 full time staff
- Corporation of Delta – 1 full time film coordinator
- City of New Westminster – 1 full time film coordinator
- District of North Vancouver -1 full time film coordinator
- City of North Vancouver - 1 full time film coordinator
- GVRD – 1 full time film coordinator

Establishing a Film Coordination Office will further signal that the City is serious about attracting more film and TV productions.

2. Signing authority for the City Filming Agreement be modified:

As part of the Richmond Film Strategy, a new and comprehensive Filming Agreement has been created for use with all City owned property and facilities. The Law department has advised that currently only the CAO has the authority to sign such agreements, and, for efficiency reasons, an alternate level of senior management should be given this authority.

3. *The City implement a comprehensive fee structure for the film industry:*

Fees charged to the film industry by the City are generally competitive in comparison to the fees charged by other municipalities in the GVRD region.

The City of Richmond Policy 1000 (Filming On Location In Richmond) requires that the City "Recovers all costs for services rendered by the City in association with filming on location". The current City fee structure does not adequately cover a number of 'staff time costs' associated with servicing the film production industry. The City does not currently charge an Application Fee or Street Use Fee. A revised fee structure will recoup these costs while keeping Richmond competitive with overall costs in other municipalities.

Comparison of Filming Fees within the GVRD

Jurisdiction	Film Application Fee	Liability Insurance Requirement	Police Costs per hour	Fire Department cost per hour	Street Use Fee Per day	Park Use Fees Per Day
Vancouver	\$50	\$5,000,000	\$73-\$95	\$375	\$100 - \$400	\$515-\$610
Delta	-	\$5,000,000	\$90	\$413	\$30	Variable
New Westminster	\$250	\$5,000,000	\$90	\$375	\$200	\$550-\$2200
Surrey	\$214	\$5,000,000	\$95	\$550	\$250	\$160-\$500
G.V.R.D.	\$200	\$5,000,000	N/A	N/A	N/A	\$450-\$2000
District of North Vancouver	\$200	\$5,000,000	\$80	\$395	-	Variable
Burnaby	\$100	\$5,000,000	\$80	\$320	\$200	\$165 - \$680
Richmond	NIL New: \$200	\$5,000,000	\$102	\$395	NIL New: \$100	\$250-\$1000

4. *The City location photos for the BC Film Commission, the City website information and City forms for the film industry be updated to facilitate film industry activities in Richmond:*

Updating City information and streamlining forms and procedures for the film production industry are a proactive investment in attracting more productions to Richmond.

In preparation for presenting the Richmond Film Strategy, staff have recently:

- Prepared a large amount of new location photos for inclusion in the BCFC archives.

- Updated the 'Location Filming' section of the City website.
- Streamlined the Application procedures for film productions.
- Created a new Filming Agreement that can be used for all City owned property and facilities.
- Consolidated a fee structure for City services and locations.

5. Film Coordination Office to formulate a marketing strategy to attract more film production activity:

As in any other industry sector, proactive 'economic development marketing' is essential in attracting and creating increased business activity in the film production sector. To date, the film industry has essentially 'found its own way' to Richmond. There has been no marketing to the film industry per se.

Future success in attracting and increasing film industry activity will require proactive marketing. A recent example of this type of marketing occurred at the recent Gemini Awards held at the River Rock Show Theatre. City Economic Development Office staff provided award delegates with complimentary gift bags of Richmond produced Agri-food products. The City, through Tourism Richmond, also sponsored delegate transportation from the awards ceremony to the official reception venue. This initiative, targeting the film and television industry, created a tremendous amount of goodwill and positioned the City as a friendly and hospitable place for the film industry.

A Film Coordination Office can be instrumental in establishing active working relationships with the BC Film Commission and the private production community through industry events and film festival related activities.

6. Film Coordination Office to create a 'film friendly' public relations strategy to acclimatize Richmond residents to film industry activities:

Many municipalities that have increased film production activity experience 'location burn out' in some popular parts of their communities. In these situations, residents often feel that 'film crews' are constantly taking over their neighbourhoods, leading to lack of parking and other inconveniences. This is often caused by lack of awareness of the importance of the film industry to the local economy and requires ongoing public relations between the community and industry.

A municipal Film Coordination Office can play a lead role in creating a positive image of the benefits of film production activity for local communities. Establishing a 'film friendly' PR strategy will be another proactive step to increasing film production in Richmond. As part of this strategy, the City should consider posting prominent signs at strategic points throughout the municipality that contain the message 'Richmond: A Film Friendly Zone'. A media event with Mayor & Council, and industry members should be used to unveil the first of these signs.

7. Film Coordination Office encourage Richmond property owners to register their 'Locations' with the BC Film Commission:

This could be another integral component of a 'film friendly' PR strategy that would encourage residents to welcome the film industry into their community. Film and TV productions are constantly looking for new locations (homes, businesses, farms, etc) and often rely on the BCFC database of registered location properties. The Film Coordination Office could work towards making more Richmond residents aware of this free service to register their properties.

Financial Impact

2007 Cost Recovery Projections from Location Filming:

Number of Locations	75
Total projected Cost Recovery	\$110,000.00

Breakdown of projected Cost Recovery:

Fees for City Locations	\$50,000.00
RCMP Costs	\$35,000.00
Works Yard Charges	\$10,000.00 ('No Parking' signs, barricades, etc.)
Administration Fees	\$15,000.00

Of the above numbers, \$65,000 in fees paid for City Locations and Administration Fees could be used for Film Coordination Office funding. It is anticipated that the following costs would be associated with the Film Coordination Office:

• Film Coordinator salary (including benefits)	\$ 65,000
• Marketing and other business expenses	<u>\$ 20,000</u>
Total Expenses	\$ 85,000

It is anticipated that most of the 'salary' expenses associated with a Film Coordination Office would be recovered through location and administration fees. It is recommended that the marketing and business expenses required for the Film Coordination Office be covered by the general contingency account for year 2007 and 2008, after which we expect the office to be fully self-sustaining.

In addition to the direct revenue collected from filming on City property, many individuals and businesses in Richmond will gain financially due to the economic spin-offs of hosting filming activity. Other indirect benefits to Richmond residents include employment opportunities,

increased promotion of local scenery and attractions, and international exposure of the City of Richmond as a great place to visit, live and conduct business.

Conclusion

In an effort to provide the film industry with 'One Stop Service', staff have commenced work on updating forms, fee information, agreements, website information and location photo images.

- Staff have recently prepared an extensive amount of new film location photographs to be provided to the BC Film Commission location library.
- A new Filming Application and Fees Bylaw, containing a comprehensive fee schedule competitive with other municipalities, has been prepared.
- A new Filming Agreement, suitable for use with all City owned property and facilities, has been created.
- A new 'online' Filming Application Form has been created.
- In addition to updating filming information on the City website, a direct link has been established on the City website to facilitate Richmond residents who wish to register their property as a potential film location with the BC Film Commission.
- Tentative plans have been made to begin organizing a 'sign strategy' as a component of a 'film friendly' public relations strategy.

The establishment of a full time Film Coordination Office will ensure that these initiatives are completed and important on-going efforts will be sustained to attract more film production activity for the City.



Amarjeet S Rattan
Manager, Business Liaison
(4686)

AR:ar

Attachments:

1. Filming Application and Fees Bylaw No. 8172 (REDMS #2045758)
2. Procedures for Making Application for Filming
3. Guidelines for Filming
4. Filming Application Form
5. Richmond Film Credits
6. Filming Agreement (REDMS #2031021)



Filming Application and Fees Bylaw No 8172

The Council of the City of Richmond enacts as follows:

1. No person may use or affect the use of real or personal property, facilities or equipment owned, held by or in the possession of the City, including, without limitation, lands, roads, sidewalks, boulevards, buildings and vehicles for the purpose of film production without first applying to the City for permission.
2. If, on reviewing an application by a person under section 1, the City considers that a film agreement is necessary or advisable, a person intending to carry out activities related to film production shall enter into a filming agreement with the City in relation to the proposed film production use, activity and purpose.
3. In addition to obligations established in and agreed to in a filming agreement with the City, a person using property or services of the City for the purpose of film production shall pay the fees established in Schedule A attached to and forming part of this bylaw.
4. Applicable fees must be submitted to the City at least one business day prior to a person undertaking film production.
5. A person holding the position of General Manager, Business & Financial Services, or the Designate, is authorized to negotiate and enter filming agreements on behalf of the City.
6. This Bylaw is cited as "Filming Application and Fees Bylaw 8172"

FIRST READING

SECOND READING

THIRD READING

ADOPTED

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor

MAYOR

CORPORATE OFFICER

SCHEDULE A

RICHMOND FILMING FEES

Administration Fees

Application for Filming Agreement		\$200.00
Production Office Business Licence		\$150.00
Street Use Fee 100 feet / per day		\$100.00

City Parks & Heritage Sites

Major Park		
Per Day	\$	750.00
Per 1/2 Day	\$	500.00
Neighbourhood Park		
Per Day	\$	500.00
Per 1/2 Day	\$	300.00
Britannia Shipyard		
Filming / per day	\$	2,000.00
Preparation & Wrap / per day	\$	1,000.00
Per Holding Day	\$	500.00
City Employee / per regular working hour	\$	35.00
City Employee / per hour after 8 hrs	\$	52.50
Minoru Chapel		
Filming / per day October through June	\$	2,500.00
Filming / per day July through September	\$	3,000.00
Preparation & Wrap Day	\$	1,000.00
Holding Day	\$	500.00
City Employee / per regular working hour	\$	35.00

City Employee / per hour after 8 hrs	\$	52.50
---	----	-------

Nature Park

Filming Per Day	\$	1,000.00
Preparation & Wrap Day	\$	500.00
City Employee / per regular working hour	\$	20.00
City Employee / per hour after 8 hours	\$	30.00

Gateway Theatre

Filming Per Day	\$	2,500.00
Preparation & Wrap Day	\$	1,000.00
City Employee / per regular working hour	\$	33.00
City Employee / per hour after 8 hrs	\$	50.00

City Hall

Filming / per day	\$	2,000.00
Preparation & Wrap Day	\$	1,000.00
City Employee / per regular working hour	\$	20.00
City Employee / per hour after 8 hrs	\$	30.00

Other Fees

RCMP: 4-hour minimum Per person / per hour	\$	101.75
---	----	--------

**Fire and Rescue Services:
4- hour minimum**

Fire Engine	\$	125.00
Fire Captain	\$	75.48
Firefighter: Minimum 3 firefighters	\$	61.86

Use of Special Effects per day	\$	100.00
--------------------------------	----	--------

Use of Fire Hydrant first day	\$	195.00
each additional day	\$	65.00



City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1
604-276-4000
www.richmond.ca

Procedures for Making Application to and Carrying Out Filming in Richmond

Film Coordination Office

Contact 604-276-4000 Fax 604-276-4052

1. The production company submits a letter or application form to the Film Coordinator at the City of Richmond.
2. The Film Coordinator reviews the letter or application form to ensure completeness.
3. The Film Coordinator contacts the production company contact person and obtains any necessary additional information over the telephone and completes the application form where necessary.
4. A copy of the completed application form is distributed by the Film Coordinator to applicable City departments for review, and a meeting of the Film Coordinating Committee is held if required to ensure compliance with departmental requirements.
5. City approval is indicated by telephone and the production company is asked to come in with a certified cheque to cover fees and charges and the damage and clean-up deposits. Follow-up documentation will be sent to confirm approval.
6. Upon receipt of all fees and charges, including damage and clean-up deposits, proof of liability insurance and Hold Harmless Agreement, the Film Coordinator provides a letter of approval to the production company.
7. The day before filming activities are to proceed, the film industry representative contacts the Film Coordinator to confirm that all activities are to proceed as planned.
8. The production company proceeds with their shoot.
9. The production company cleans up the location and arranges for repair of any damage resulting from its activities.
10. The production company representative and the Film Coordinator and other City staff as required review and inspect the site to ensure that there is no remaining damage.
11. In the case where there is no damage and the site has been satisfactorily cleaned up, the Film Coordinator returns the damage and clean-up deposits. In the case where damage to the site is evident or the site has not been cleaned up, the Film Coordinator informs the production company representative to rectify the damage and/or clean up the site.
12. In the case where the damage has not been rectified or the site cleaned up within a reasonable period of time, the City rectifies the damage and/or cleans up and invoices the production company for all costs plus overhead.



City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1
604-276-4000
www.richmond.ca

Guidelines for Filming on Location in Richmond Film Coordination Office

Contact 604-276-4000 Fax 604-276-4052

1. Applications

- a) In order to obtain approval for filming on location which involves City property, including parks facilities, buildings, equipment and streets, an application must be made to the Film Coordinator.
- b) The application must be submitted as far in advance as possible prior to the commencement of filming. Filming involving extraordinary requirements (e.g. stunts, special effects) should be submitted for approval a least two weeks in advance. The application will be circulated to appropriate City departments, which will provide input and assistance to ensure that the needs of both the film company and the City are satisfied.
- c) The application can take the form of either a letter or a Commercial Filming Application form. In the case of a letter application, the letter will be in sufficient detail to identify the requirements of the film industry and will include dates and names of individuals responsible for the filming.
- d) Application forms are available from the Film Coordinator.

2. Liability Insurance

- a) It will be the responsibility of the applicant to submit all required insurance documents with the Commercial Filming Application prior to the commencement of filming activities.
- b) The liability insurance must name the City of Richmond as a co-insured in the applicant's liability policy. Liability policy must not be less than \$5 million and under situations of potential extreme exposure to the City, the liability insurance may be increased accordingly. The applicant must also enter into a "Hold Harmless" agreement with the City.

3. Damage Deposits

- a) A damage and clean up deposit will be established by the City. The amount will depend upon the specific nature of the film project, location, etc.
- b) Deposits will cover any potential damage to City facilities, equipment, etc.
- c) Deposits will be by certified cheque made payable to the City of Richmond.
- d) Deposits will be submitted to the Film Coordinator or his designate. All deposits, certificates of insurance, etc. will be forwarded to Finance Division for safekeeping.
- e) Deposits will be refunded upon completion of filming activities, an inspection by City staff and final approval of the Film Coordinator.
- f) Any required repairs, clean up, restoration, etc. will be undertaken by the film company. Any repairs, restoration, etc. not undertaken by the film company will be provided by the City, the cost of which will be drawn from the damage and clean-up deposit along with overhead and administration fees.



City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1
604-276-4000
www.richmond.ca

Filming Application

Film Coordination Office

Contact 604-276-4000 Fax 604-276-4052

Schedule I

Name of Applicant: _____ Date: _____

Parent Company: _____ Phone No.: _____

Address: _____

Local Production Company: _____ Phone No.: _____

Address: _____ Fax No.: _____

Producer: _____ Phone No.: _____

Director: _____ Phone No.: _____

Location Manager: _____ Phone No.: _____

Cellular No: _____ Pager No.: _____

Ass't Location Manager: _____ Phone No.: _____

Cellular No.: _____ Pager No.: _____

Name of Production: _____

Name of Stars: _____

Dates Requested for Filming: From: _____ To: _____

Hours of Filming: From: _____ To: _____

Locations of Filming: _____

Description of Scenes: _____

Total Budget of Project: _____

Total Days of Filming: _____ No. of Days Filming in Richmond: _____

Type of Production: TV Series TV Film TV Pilot TV Documentary
TV Commercial Theatre Film Other _____

Other Information Required: Proof of Insurance: Yes No

Hold Harmless Agreement Yes No

Damage Deposit Yes No

Certified Cheque for Fees Yes No

Applicant's Signature: _____ Date: _____

Film Co-ordinator's Approval: _____ Date: _____



City of Richmond

6911 No. 3 Road
Richmond, BC V6Y 2C1
604-276-4000
www.richmond.ca

**Permit for Filming
Film Coordination Office**

Contact 604-276-4000 Fax 604-276-4052

Schedule A – Location and Scene Details Motion Picture/Television Permit

Name of Production: _____

Phone No.: _____ Permit No.: _____

Page _____ of _____

Location 1: _____

Date: _____ Time: _____

Scene Details: _____

Location 2: _____

Date: _____ Time: _____

Scene Details: _____

Location 3: _____

Date: _____ Time: _____

Scene Details: _____

Location 4: _____

Date: _____ Time: _____

Scene Details: _____

City of Richmond Filming Credits
2006 Calendar Year (January – October)



FILM PRODUCTIONS

FINDING LLORONA - En Media Prod's
GOOD LUCK CHUCK- Chuck Prod's
MARTIAN CHILD- Hannah Rachel Prod's
NIGHT AT..MUSEUM-Sun Canada Prod's
POSTAL- Postal Productions
ROUGE - Rogue Prod's
YARRIYAN - Pinky Basaro WW Ventures



TELEVISION SERIES

3MOONS OVER MILFORD- 3 Moons Film
ANTIQUES ROADSHOW
BATTLESTAR GALACTICA - GEP Prods
BLADE - Hannah Rachel Prod's
CRASH TEST MOMMY- Mum 3 Prod's
DRAGON BOYS- CBC TV
EUREKA - GEP Prod's
L WORD- L Word Season IV Prod's
MASTERS OF HORROR- Master Prod's
MASTERS OF SCI-FI - MOSF Prod's
NOAHS ARC - Noahs Arc Prod's
PSYCH - GEP Prod's
SAVED - Saved Prod's
SHOOTER- Grosvenor Park Impact Prod's
SMALLVILLE - Smallville Season 3 Prod's
STARGATE ATLANTIS-Pegasus Prod's
SUPERNATURAL - Supernatural Films



COMMERCIALS

AXE BODY SPRAY- Quioxte Films
BC LOTTERIES - Circle Prod's
CITIZENS BANK- Means of Production
COLEMAN - Rehab Films
COMCAST - Curious Pictures
DANNON - Steam Films
DELL - Capital Media Group
FORD - Jun Prod's
FUTURE SHOP - Industry Films
KAL TIRE- Coast Mountain Prod's
KAWASAKI- Circle Productions
LEXUS - Circle Prod's
LYSOL - Quioxte Films
MATTEL - Radke Films Group
MATTEL September Prod's
NIKE - Circle Productions
NISSAN - Circle Prod's
PSA - Untitled Films
SAMSUNG- Plum Prod's
STARZ-Believe Media



DOCUMENTARIES

BEYOND TOP SECRET - Moose Prod's.
CONFIDENCE MEN - Make Believe Stud's
RELATIVITY- Clint Mayerss



MISCELLANEOUS (Photo Shoots, Student Films, etc.)

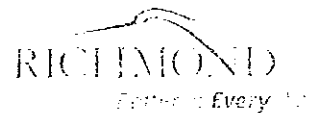
ALIBAI INC. - Van Film School
CANADA LINE - Redpath Photography
HOMECOMING - Langara Film School
JK Productions
PROCTOR & GAMBLE - S.Mendes Photo
ROBERT KENT PHOTOGRAPHY
SHADES OF A BUTTERFLY - VFS



City of Richmond Filming Credits
2005 Calendar Year

FILM PRODUCTIONS

ANTARCTICA - Survival Prod's
FIREWALL - Hearthlight Films
GRAY MATTERS - Gray Prod's
INTELLIGENCE - Watcher Films
JOHN TUCKER - Van Prod's
KIMES PROJECT- Pelange Prods Ltd
MARIGOLD- Marigold Prod's
MARRIAGE JET LAG- Ind Film Centre
MELMORE - Melmore Prod's
MURDER...MEDINA CTY- Medina St Prod
PACIFIC AIR - Hannah Rachel Prod's
RV - RV Camping Prod's
THE CLEANER - Cleaner Films
WHISPER - Whisper Prod's
WITNESS AMBER FREY-Amber Prod's



TELEVISION MOVIES

PAINKILLER JANE- GEP Prod's
QUANTICO - Quantico Prod's



TELEVISION SERIES

BATTLESTAR GALACTICA - GEP Prods
CRASH TEST MOMMY-Mum II Prod's
EDISON- Edison Prod's
EVIDENCE-Evidence Films
KILLER INSTINCT - Feiht Prod's
L WORD - L Word Season III
LOVE IT OR LOSE IT -LIOLI Prod's
MASTERS OF HORROR-Masters Prod's
ROMEO 3- Pieces Prod's Three
SMALLVILLE - Smallville 3 Prod's
STARGATE SG1- Kawoosh Prod's
SUPERNATURAL -Supernatural Films
WHISTLER- Uphill Prods



COMMERCIALS

ACCURA - Radke Films
ACURA - Blink Pictures
AIR TRAN - Anonymous Content
BC SENIORS- Circle Prods
BODOG - Gearhead Ent
CANADA POST- Avion Films Prod's
CITIZENS BANK- Quixote Films
COOPER TIRE - Cohn & Co
FANTASTIC SAM'S - Untitled Films
FUTURE SHOP - Partners Film
HBC- Global Mechanic Ltd
IMITREX-Cosmic Pictures
KID CUISINE- Green Dot Films
LIFEWISE- Sol Vision Prod's
NISSAN- Boxes Films
NISSAN TITAN - Bob Industries
PETRO CAN - Blink Pictures
PINNACLE - Ace Film Co.
PRESTONE- Means of Production
PRESTONE - Therapy Films
SHERWOOD - Synergy Pictures
SPRINT - Circle Prod's
THANK GOD FOR FOOTBALL- Triton
THE ENDS - Radke Films
VAN CITY- Untitled Films



DOCUMENTARIES

E RACE - Misc. Prod's
MS. CHINESE VANCOUVER - Frchld TV
RENT DO - Dragu Worker Int.
X WEIGHTED - Weight To Go Prod's



MISCELLANEOUS (Photo Shoots, Student Films, etc.)

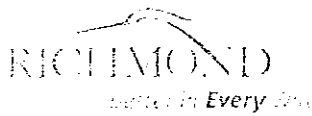
CADILAC STS-V - BCIT Film School
FLY TWU - Hans Spima Photography
JUST A PHASE - Phase Prod's
LONDON DRUGS - London Drugs Video
NOBODY'S BUTCHER - VFS
RICHMOND PET FAIR - VFS
TO SAY GOODBYE..... - VFS



City of Richmond Filming Credits
2004 Calendar Year

FILM PRODUCTIONS

BLADE 3 - SDPS Ltd
CHAOS- Chaotic Prod's
EARTHSEA - Sea Earth Prod's
LONG WEEKEND-Long Weekend Prod's
MAN ABOUT TOWN- MAT Prod's
THE DEAL - Deal Street Prod's
TWO FOR THE MONEY- Morgan Creek
UNDERWORLD 2 - Underworld 2 Films
WHITE CHICKS - Gone North Prod's
ZOLAR - Vampire Prod's



TELEVISION MOVIES

HOUSE - Century City Prod's
THE REV -Legacy Filmworks
THE VIOLIN - Skyland Pla-Net



TELEVISION SERIES

DEAD LIKE ME- DLM2 Prod's
DEAD ZONE - Dead Zone Prod's
JAKE 2.0 - Jake Productions Inc.
KINGDOM HOSPITAL - Pico Prod's
L WORD - L Word Season 2 Prod's
PROOF OF THE MEN-Skyland Pla-Net
SMALLVILLE - Smallville 3 Prod's
SMALLVILLE-Smallville 3 Films
STARGATE ATLANTIS - Pegasus Prod's
STARGATE SG1-Kawoosh Prod's
THE 4400 - 4400 Prod's
UNIVERSITY HOSPITAL - Circle Prod's



COMMERCIALS

ADM - Blink Pictures
BC LOTTERY - Untitled Films
BELL MOBILITY- Avion Films
BEST BUY - Quioxtie Films
CANDIRECT - VRLAK Co.
CURVES- Quioxte Films
DAIRY QUEEN - Tate & Partners
DAIRYLAND - Circle Prod's
HEWLETT PACKARD -Industry Films
HONDA - Untitled Films
IKEA - Ace films
LIFEKEY- Lemonade Films
LIFESTYLES- Triton Films
LONDON DRUGS- Circle Prod's
LOVIN SPOONFUL-Global Mechanic
MATTEL-Radke Films
NINTENDO - Untitled Films
NINTENDO -Public Domain
POPEYE"S- Frozen Man Inc
SATURN - Fulcrum Prod's
TIM HORTONS -Brown Entertainment
TIM HORTONS -Radke Films
VW- Bob Industries
WALMART - Spy Films
WIRELESS WAVE - Amaland Films Inc



DOCUMENTARIES

41 YEARS & COUNTING - VFS
CELEBRATION- VFS
CHINESE NEW YEAR-CBC News
HAPPY JOHN- VFS
NOT THE SAME - Lee Werner prod's
Q2 POLICE RCMP - Kaleidescope Pic's
THE GAS MAN - UBC Film School
WONDERLAND TOURS



MISCELLANEOUS (Photo Shoots, Student Films, etc.)

KODAK CINEMATOGRAPHY-Kodak
TODD BERTUZI-PR Photos- Strategic Obj.



City of Richmond Filming Credits
2003 Calendar Year

FILM PRODUCTIONS

10.5 - Argosy Prod's
BLADE 3 - SDPS Ltd
HUFF - Pico Prod's
SCOOBY DOO - Warner Bros.
SPY CHIMP - Spy Chimp Prod's Inc.
WALKING TALL - Cub 8 Prod's
WHITE CHICKS - Gone North Productions
WHITE NOISE - WN Productions Inc



TELEVISION MOVIES

DEVIL WINDS - DW Films Ltd.
HUFF - Pico Prod's
STEALING CHRISTMAS - Ambie Prod's Inc

TELEVISION MINISERIES

THIRD WORLD - 3WProd's
TRAFFIC - Galway Bay Prod's



TELEVISION SERIES

ANDROMEDA - Andromeda VI Prod's
DEAD ZONE - Dead Zone Prod's
FAREWELL TO CANADA - MPEC Prod's
JAKE 2.0 - Jake Prod's
KINGDOM HOSPITAL - Pico Prod's
OUT OF ORDER - Order Season 1 Prod's
RYOSHU - Shochiku Co. Ltd.
SMALLVILLE - Smallville 3 Prod's
STARGATE SG1- Kawoosh Prod's
THE L WORD - Earthlings Season 1 Prod's
THIRD WORLD - 3WProd's
TWILIGHT ZONE - Joshmax Prod's



COMMERCIALS

AGF - Means of Production Inc
BELL CANADA - Madfilms Inc.
Biscuit Film Works
BLUE CROSS - Bravo Zulu Films
BRIGHTHOUSE - Believe Media
BUICK - Believe Media
CHRYSLER - Sez Who Prod's
ENERGIZER - Bob Industries
ENZYTE - Sez Who Prod's
FIRST CITIZEN'S BANK - Anonymous Content
HASBRO - Stone Core Films
HI C - Form
PETERBILT - Big Prod's Inc.
POST CEREAL - Station Wagon Productions
ROYAL BANK - The Partners Film Co.
STARKIST - Celcius Films
SUPERSTORE - Crossroads Prod's
T MOBILE - Circle Prod's.
VISITOR - Visitor Prod's
WALMART - Players Film Co.



DOCUMENTARIES

CAUGHT BETWEEN CULTURES - CBC News
CLIMATE CHANGE - Jet Films



MISCELLANEOUS (Photo Shoots, Student Films, etc.)

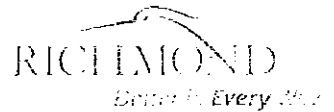
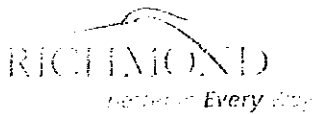
24H A Vancouver - CBC Radio Canada I
ACHE - Van Film School
CAUTERIZE - Picture Park Inc
GELTIO CRACKED - Van Film School
HEALTH & WELLNESS - R.Melnychuck
LAWS HAVE CHANGED - Villan Films
MYRMELON - Van Film School
NEENAH PAPERS - R.Kent Photography
ONLY YOU - Van Film School



City of Richmond Filming Credits
2002 Calendar Year

FILM PRODUCTIONS

AIR BUD 5 - Ruff Productions
DREAMCATCHER - SSDD Films Inc.
LITTLE WAR - Little Bro Prod's
LIZZIE MCGUIRE - Teen Life Prod's Ltd.
SCHOOL OF LIFE - School of Life Prod's
THE WICKED SEASON - Wicked Season Pd
TRY SEVENTEEN - Try 17 productions Inc.



TELEVISION MOVIES

A VERY MUPPET CHRISTMAS - JHCTV Ltd
CARRIE - Carrie Productions
EASTWICK - Eastwick Prod's
FIFTY-FIFTY - Max B Productions
STEALING SINATRA - Dufferin Gate Prod's
THAT WAS THEN - When Was That Prod's
THE RANCH - Ranch Productions



TELEVISION SERIES

ALL SAINTS - Hopz Productions
CHRIS ISAAK SHOW - Season 2 CI Prod's
DARK ANGEL -- TCFTV
DEAD ZONE - Dead Zone Production Corp.
GLORY DAYS - Without A Paddle Prod's
JADE BUDDHA - Maple Ridge Films Ltd.
JUST CAUSE - Just Cause Productions
LOVE MEMORIES - Maple Ridge Fims Ltd.
SMALLVILLE - Smallville 1 Films Inc.
SPECIAL UNIT 2
STARGATE SG-1 - Stargate Prod's VI Ltd
TAKEN - SKG Studios Canada Inc
TRAFFIC - Galway Bay Prod's Inc.



COMMERCIALS

3 MUSKETEERS - Circle Prod's
BELL MOBILITY- Circle Productions
CHEVY - Park City Film Co.
COKE - Circle Productions Ltd.
CREDIT UNION - Park City Film Co.
HASBRO - YYZ Pictures
LIFESTYLE - MacGuffin Films Ltd
LONDON DRUGS - Circle Prod's
LYSOL - Celsius Prod's
MIKES HARD LEMONADE - Quioxte Films
NISSAN - Copper Media AKA Copper
PLAYTEX - The Artists Company
THERMACARE - Circle Prod's
WHITE SPOT - Untitled Films



DOCUMENTARIES

ANIMAL MIRACLES - Animal Miracles Prod's



MISCELLANEOUS (Photo Shoots, Student Films, etc.)

"BEHIND THE LIGHTS"- Van Film School
"LAN KIDS" - Van Film School
"LOOK OUT" - Van Film School
"MADE RIGHT" - Van Film School
"NEW HORIZON VIDEOS"- AK Travel
"PHENOMENON"- Phenomenon II Prod's Ltd.
"SPACED OUT"- Gold Star Prod's Inc.
"WELCOME TO BERKEVILLE"- Van Film School





City of Richmond

Filming Agreement

This Agreement dated the _____ day of _____, 200____ at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:



(the "Licensee")

WHEREAS:

The City owns or holds highways, sidewalks, boulevards, public thoroughfares, dykes, parks, public places and other real property in the City, and including the following parcel(s):

[legal description(s) if available]

and as shown outlined on the sketch or map in Schedule I to this Agreement,

(collectively, "*Lands*");

The Licensee has applied for permission to occupy the Lands and to use certain services, property and equipment provided by the City for the purpose of film production, and

The City has agreed to grant this licence and make provisions for services, property and equipment on the terms and conditions herein provided;

NOW THEREFORE in consideration of the sum of \$10.00 (Canadian Funds), the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Definitions:

For the purposes of this Agreement:

- a) *Environmentally Sensitive Area* means any one or combination of the following:
 - (i) an area designated as such in the City's Official Community Plan,
 - (ii) an area otherwise identified in Appendix A herein,

- (iii) a riparian assessment area;
- b) *Film Coordinator* means the person appointed by the City to represent the City on matters related to film production activity and this Agreement;
- c) *Film Production Activity* includes any activity that is carried out by the Licensee in the City, other than that which occurs within private property that is not a Heritage Building or Heritage Site, for the purpose of producing a film, and includes, without limitation, accessory or related activities such as staging, mobile units, use of cables, wires, cameras, lighting, Special Effects and vehicles and equipment related to film production;
- d) *Film Production Vehicle* means a motor vehicle used or intended to be used primarily for the purpose of or in association with a Film Production Activity;
- e) *Fire Department* means the Richmond Fire-Rescue Department;
- f) *Heritage Building* means a building or structure within a Heritage Site;
- g) *Heritage Site* means an area of land within the City that is heritage property or that has been identified by the City as having heritage character or heritage value within the meaning of the *Local Government Act*, and including, but not limited to, the list of Heritage Sites identified in Appendix "B" to this Agreement;
- h) "*local residents*" includes property owners, residents, farmers, business proprietors, school or day care groups, churches and other persons or institutional bodies that are located or normally present in an area of the City where Film Production Activity occurs or that reasonably may be affected by Film Production Activity;
- i) "*paramedic*" means a person currently certified by an organization or body accredited by the Canadian Medical Association as being qualified to provide a level of response appropriate to situations involving Special Effects during Film Production Activity;
- j) *Private Property* means real property including land, building, or any personal property other than that which is owned or held by the City;
- k) *Polling or Poll* - means the surveying of local residents about a proposed Film Production Activity, prepared by or at the direction of the Film Coordinator;
- l) *Riparian Assessment Area* means the 30 meter strip on both sides of a stream, measured from the high water mark;
- m) *RCMP* means the Richmond Detachment of the Royal Canadian Mounted Police;
- n) *Special Effect* includes, but is not limited to:
 - i. Fire
 - ii. Explosives
 - iii. Detonators
 - iv. Guns
 - v. Squibs
 - vi. Bombs/mock-ups
 - vii. Gunfire
 - viii. Flash powder
 - ix. Vehicle collisions, or other material, equipment or activity, whether actual or simulated, that is or may reasonably be viewed as hazardous to the safety or health of human beings or to the safety or integrity of property;

- o) *stream* means a watercourse, whether it usually contains water or not; a stream, pond, lake, river, creek or brook; or a ditch, spring or wetland that is connected by surface flow to those bodies of water.

2. Licence & Term

- 2.1. The City grants to the Licensee a non-exclusive licence to enter and occupy the Lands or any portion thereof for the purposes and on the covenants, terms and conditions set out in this Agreement, for a period commencing at ☉ on , 200*, and expiring on ☉ or such later date as may be mutually agreed upon between the parties
- 2.2. The Licensee hereby accepts the Lands in their condition as of the date hereof and shall not call upon the City to do or pay for any work or supply any equipment to make the Lands more suitable for its proposed use.
- 2.3. The Licensee shall pay the City, the sum of \$☉ Dollars (\$☉) Canadian Funds in the form of a certified cheque for the term described in section 2.1, payable upon the commencement of this Agreement, plus any fees, charges, wages and expenses referred to further herein payable to the City, and as to fees, charges, wages or other expenses payable to the City for City personnel or services in connection with Film Production Activity, payable in advance of those services being provided or used.
- 2.4. The Licensee shall be solely responsible for and shall pay any and all additional insurance, indemnity, maintenance and security costs incurred as a result of the use of the Lands and the performance or purported performance of this Agreement.
- 2.5. For certainty, this Agreement conveys no interest in, and shall not entitle the Licensee to an exclusive right to enter or occupy the Lands or any portion thereof. The City reserves the right to grant to another person or persons a licence or another other right in respect of the Lands or any portion thereof.

3. Insurance

- 3.1. The Licensee shall, at its sole expense, carry and keep in force during the term of this Agreement, Commercial General Liability Insurance with a minimum limit of \$5,000,000 per occurrence with a cross-liability clause. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this Agreement and includes
- 3.2. The insurance policy shall state that:
- a) the City shall be added as additional insured;
 - b) the policy cannot be cancelled, lapsed or materially changed without at least 30 days' advance notice in writing to the City;
 - c) coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- 3.3. Prior to the execution of this Agreement, the Licensee shall provide the City with proof of each and every insurance policy and certificate required by delivering to the City's Manager of Purchasing and Insurance a true copy or copies of such documents. All such insurance shall be maintained until final completion of the Film Production Activity that is the subject of the insurance policy.

- 3.4. Maintenance of insurance and the performance of the Licensee does not limit the insurance otherwise required of the Licensee by municipal, provincial or federal law.
- 3.5. The City agrees to submit to the Licensee in writing, a detailed listing of all claims respecting property damage or personal injuries for which the Licensee is or may be responsible, within the later of
- a) 30 days after the expiration of the Term of this Agreement (including any additional use by the Company of the Premises), or
 - b) within 30 days from the City's notification of any claims.
- 3.6. The Licensee shall be responsible for any additional insurance coverage that may be necessary and advisable for its own protection and to fulfil its obligations under this Agreement, and for any deductible amounts payable in respect of a claim against either party to this Agreement.
- 3.7. This section shall survive the term of this Agreement.

4. Workers Compensation

- 4.1. Prior to execution of this Agreement, the Licensee shall provide the City with proof of registration, clearance and coverage by Worksafe British Columbia as may be required in the circumstances.

5. Security for Damages

- 5.1 The Licensee shall, prior to commencement of Film Production Activity, provide the City with security in advance in the form of a cash deposit, an irrevocable letter of credit or another form of security satisfactory to the Film Coordinator in the amount of \$ DOLLARS Canadian Funds (\$ CDN), to be held by the City for the term of this Agreement plus thirty (30) days thereafter, to cover any damages, costs and expenses that the City may incur in remedying a default of this Agreement by Licensee or its directors, officers, employees, servants, volunteers, agents, licensees or invitees or others for whom the Licensee is responsible in relation to Film Production Activity.
- 5.2 The City may apply amounts from the security to cover costs and expenses that it may incur for the payment of fees, remuneration for services by the City, or for the repair, restoration, replacement, clean-up, maintenance of Lands, property or equipment resulting from a default of this Agreement.
- 5.3 The City shall refund any part of the security not used for a purpose described herein, including interest accrued, to the Licensee after the expiry of the term of this Agreement plus thirty (30) days.

6. Non-Liability and Indemnity

- 6.1 The City, its elected officials, officers, employees, servants, and agents shall not be liable or responsible in any way for any death, injury, loss, damage or expense of any nature whatsoever and due to any cause or reason, that may be suffered or sustained by the Licensee or any of its directors, officers, employees, servants, agents, volunteers, licensees or invitees or any other person who may be upon the Lands, or for any loss of or damage to property belonging to the Licensee or its directors, officers, employees, servants, agents, volunteers, licensees or invitees or any other person while such person or persons are on the Lands; and under no circumstances shall the City be liable for indirect or consequential damages, including, without limitation, loss of profit or other costs or damages arising from or as a result of the City exercising any of its enforcement rights, right to recall City personnel or to order activity to cease and desist, or other

rights under this Agreement or for damages for personal discomfort or illness due to any cause or reason arising or resulting from Film Production Activity on the Lands.

- 6.2 The Licensee shall release, indemnify and hold harmless the City from and against all claims, losses, damages costs, actions and other proceedings, including without limitation reasonable legal fees and defence expenses, made, sustained, brought or prosecuted in any manner or form whatsoever, based upon, occasioned by or attributable to any injury, including death, personal injury, property damage, infringement or damage arising from any act or omission of the Licensee, its directors, officers, employees, servants, agents, volunteers, licensees or invitees or persons for whom the Licensee is otherwise responsible in the performance or purported performance of this Agreement or for any acts, negligence, errors or omissions while carrying out Film Production Activities on, in or about the Lands.
- 6.3 Maintenance of insurance and the performance of the Licensee shall not relieve the Licensee of liability under the indemnification provisions herein.
- 6.4 This section survives the term of this Agreement.

7. Obligations and Responsibilities

7.1 The Licensee shall:

- a) in advance of commencing Film Production Activity, obtain any specific permit the City may require for that activity and any and all other permits, licenses or approvals that may be required by law for that activity; from the City, British Columbia or Canada as applicable;
- b) conduct Film Production Activity strictly in accordance with the terms, conditions and requirements of any specific permit for that Activity and any and all statutes, bylaws, permits, licenses or approvals that apply to the Film Production Activity or any aspect or part of that Activity; and
- c) carry out Film Production Activity in a manner approved by the City, in accordance with this Agreement and any derivative, subsequent or collateral directions, arrangements or recommendations of the Film Coordinator or other City personnel referred to herein, and, in relation to any matters not addressed in this Agreement, consistently with *Council Policy 1000* and *Administrative Procedure 1000.01* or otherwise by law. In the event of any inconsistency or conflict between this Agreement and the Policy 1000 or Procedure 1000.01, the terms of this Agreement shall prevail.

7.2 **In relation to the proposed use of Special Effects**, and without limiting the generality of the foregoing, the Licensee shall:

- a) consult with the Film Coordinator, the RCMP and the Fire Department in advance of using any Special Effects, and with the Fire Department before using flammable liquids, gases or similar substances;
- b) conduct a blast analysis if required by the Fire Chief or his or her delegate;
- c) refrain from using a Special Effect that the RCMP or the Fire Department have refused to endorse under any conditions;
- d) comply with any conditions imposed or carry out recommendations by the Film Coordinator, the RCMP or the Fire Department in relation to a proposed Special Effect;

- e) prior to using any catastrophic Special Effects, conduct polling of local residents and proceed only if the result of the poll indicates that a majority of local residents do not object to the proposed use;
- f) prior to detonating pyrotechnics as Special Effects, ensure that at least one RCMP Officer and at least one paramedic be in attendance on site during its use and ensure that Fire Department equipment and personnel are employed as directed by the Fire Chief or his/her delegate; and
- g) prior to rehearsing or filming dangerous situations involving other Special Effects or stunts, ensure that at least one paramedic be in attendance on site and that Fire Department equipment and personnel are employed as directed by the Fire Chief or his/her delegate.

7.3 **In relation to use of the Lands or any portion thereof as City property**, and without limiting the generality of the foregoing, the Licensee shall, with the minimum level of noise or disruption necessary, ensure that:

- a) any alteration to City property or construction of sets or staging is undertaken only after obtaining any necessary building permits and the written permission of the Film Coordinator;
- b) upon completion of Film Production Activity, the location used has been tidied and cleaned and restored to its previous state, to the satisfaction of the City;
- c) materials and debris are not washed into and do not otherwise enter the Lands, utility conduits or the City's drainage or storm water systems; and
- d) any damage or alteration to utilities, conduits, or drainage or storm water systems or other City property used in relation to or as a result of Film Production Activity is rectified and repaired as necessary and restored to its previous state, to the reasonable satisfaction of the City.

7.4 **In relation to the use of the Lands or any portion thereof that encompasses a highway, street, lane, sidewalk, boulevard, or other public thoroughfare** for Film Production Activity, without limiting the generality of the foregoing, the Licensee shall, at its sole expense:

- a) as far in advance as reasonably possible, obtain the approval of the Director of the City's Transportation Section, Urban Development Department, or his or her delegate, and comply with any directions and conditions of the official prior to:
 - (i) parking Film Production Vehicles on City streets, lanes, sidewalks or boulevards or other public thoroughfares; or
 - (ii) closing to general public access a street, lane, or sidewalk for Film Production Activity, provide the Film Coordinator with a sketch plan illustrating a map of proposed parking of vehicles prior to Film Production Activity;
- b) not close any street in the City during the peak traffic times of ☹ a.m. to ☹ a.m. and ☹ p.m. to ☹ p.m., Monday through Friday;
- c) comply with any direction or conditions by the City for barricades, signs, or similar devices, to ensure that any adverse effects of the street closure local residents or to the general public are minimized;

- d) ensure that any and all Film Production Vehicles be visibly identified (including equipment rental vehicles) with the name of the Film Production Company, by placing clearly visible identification in the windshield of each vehicle while on location;
- e) ensure that any personal vehicles used by the Licensee or its officers, employees, servants, volunteers, agents or invitees, are used and parked in compliance with the *Motor Vehicle Act* and the City's traffic and parking bylaws;
- f) comply with the direction of an RCMP officer or Bylaw Officer appointed by the City in supervising permit compliance, and in relation to traffic or parking: including without limitation intermittent traffic stoppages and control and redirection of pedestrian or vehicular traffic;
- g) ensure that any vehicle, generator, or other equipment used in association with Film Production Activity *not* be parked:
 - (i) so as to block fire hydrants, fire routes or in such a way as to impede emergency response vehicles;
 - (ii) within nine (9) metres of an unsignalled intersecting street;
 - (iii) within 30 metres of a bus stop, pedestrian cross-over or signalized intersection;
 - (iv) adjacent to air intakes of air conditioning systems located on any building or structure while the vehicle engines are in use;
 - (v) within two (2) feet of or in front of driveways, lanes or other ways of access or egress between a local residence, business or institution and the street unless consent is obtained from the owner or occupant of such property;
 - (vi) in such a way as to interfere with ordinary pedestrian or vehicular traffic, subject to the direction of an RCMP officer; and
 - (vii) so as to interfere with access to and from parking spaces reserved for handicapped access or to otherwise prevent a person with a physical disability from moving from place to place, except as expressly permitted by the City or an RCMP officer;
- h) make every reasonable effort to accommodate persons dependent on wheelchairs or similar devices who, as a result of Film Production Activity, may face difficulty in passing through streets, sidewalks and traffic;
- i) unless prior approval in writing from the City has been obtained, ensure that any vehicles or equipment related to the Film Production Activity are removed from the streets of the City
 - (i) between the hours of ___[⊕]___ p.m. and ___[⊕]___ a.m. Monday through Friday;
 - (ii) on residential streets during Saturday and Sunday if Film Production Activity commences prior to a weekend and continues the following week, but is not carried on during Saturday or Sunday);

- j) post notices at and near to the location of any Film Production Activity advising of such activity and related parking arrangements at least 48 hours prior to commencement of same;
- k) supply and place signs with the words “NO PARKING – SPECIAL EVENT”, and stating the dates and times for which the site is closed to the general public; and
- l) make adequate alternate parking arrangements for local residents in possession of a valid street-parking permit in areas where their vehicles may be displaced by the Film Production Activity, and in particular, shall not remove or relocate any such vehicle by towing or otherwise without the specific permission of the vehicle owner.

7.5 **In relation to the use of services provided by the City** in relation to Film Production Activity, including without limitation use of RCMP, Fire Department, and other City personnel, vehicles or equipment, the Licensee shall, at its sole expense:

- a) arrange for the use of any RCMP personnel or vehicle or equipment with the Film Coordinator;
- b) arrange for the use of any Fire Department personnel, vehicle or equipment with the Film Coordinator and subject to the discretion and direction of the Fire Chief or delegated officer;
- c) limit its use of an RCMP officer or Fire Department employee to his or her off-duty hours, and subject to the terms of a collective agreement that may apply in the circumstances;
- d) pay for each RCMP officer or Fire Department employee for a minimum of four (4) hours, and at an hourly rate that is double the normal amount of hourly remuneration for that officer;
- e) limit its use of other City personnel to regular on-duty hours for those employees, unless expressly permitted otherwise by the Manager of the relevant department of the City, with the consent of the individual employees, and subject to the terms of any collective agreement that may apply in the circumstances;
- f) limit its use of any RCMP or Fire Department vehicle to that which the RCMP has in reserve or that the RCMP or Fire Department has not scheduled for its own use during the relevant time;
- g) in relation to Fire Department vehicles or equipment, not operate or permit or allow such vehicles or equipment to be operated by anyone other than personnel specifically designated by the Fire Chief or a delegate; and
- h) prior to their use, pay any and all fees and charges that are due to the City in relation to use of personnel, equipment, vehicles or otherwise by certified cheque made payable to the City of Richmond, and deliver any cheque to the City in accordance with direction by the Film Coordinator;

7.6 Notwithstanding any arrangements entered into between the Licensee for the use of RCMP or Fire Department personnel, vehicles or equipment, any or all of such personnel, equipment and vehicles may be recalled by the City without notice in the event of an emergency, and in this event the City shall not be liable for any loss or damages suffered or incurred by the Licensee.

7.7 **In relation to local residents, and to relations with the public in general**, and without limiting the generality of the foregoing, the Licensee shall, at its sole expense:

- a) promote and maintain good relations with local residents, and in particular, where local residents may be affected by traffic, street closures, parking restrictions or parking for

vehicles associated with Film Production Activity, unusual noise, fumes, odours or lighting conditions and the use of any Special Effects as part of Film Production Activity;

- b) promote and maintain good relations with the public in general;
- c) refrain from Film Production Activity that may conflict with a parade, festival or other special event in the area that has been previously scheduled with the City;
- d) obtain specific permission from the Film Coordinator for Film Production Activity to occur:
 - (i) on Sunday or a statutory holiday; and
 - (ii) between the hours of 6:00 p.m. and 6:00 a.m. if Film Production Activity involves intensive lighting that reasonably is capable of adversely affecting local residents, unless a poll indicates that a majority of the local residents would not object;
- e) make suitable and adequate arrangements with local residents where the normal rights, privileges or interests of the local residents may be negatively impacted by Film Production Activity, and in particular, make arrangements for access to their vehicles and for pedestrian, wheelchair and vehicular access to local residents' properties;
- f) prior to Film Production Activity, but subject to any alternative directions by the Film Coordinator, provide and deliver to local residents written notice as follows:
 - (i) in relation to use of street and sidewalks only, at least * clear days' notice;
 - (ii) where RCMP presence is required, at least * clear days' notice;
 - (iii) in relation to Special Effects that may be hazardous to local residents or capable of damaging their property, at least * days' notice;
 - (iv) the name and phone number of a contact person representing the Licensee; and
 - (v) the name and phone number of the Film Coordinator; and
 - (vi) provide the Film Coordinator with copies of written notices or letters delivered to local residents;
- g) use noise reduction devices on motors or generators that are used as part of Film Production Activity;
- h) comply with the noise provisions of the Public Health Protection Bylaw No. 6989; and
- i) otherwise take reasonable steps to ensure minimal disruption to local residents and the public as a result of Film Production Activity.

7.8 The Licensee is solely responsible for the **conduct** of its directors, officers, employees, contractors, consultants, servants, volunteers, licensees, invitees, agents, and representatives and shall take reasonable steps to ensure that all of the personnel for whom it is responsible during Film Production Activity conduct themselves at all times in a lawful, professional manner, having regard for the safety and comfort of local residents and the public generally, and not in such a way as would likely embarrass or discredit the City in permitting Film Production Activity or otherwise as a party to this Agreement. In particular, without limiting the generality of the foregoing, the Licensee shall ensure that personnel for whom it is responsible adhere to the City

of Richmond *Code of Conduct for Cast and Crew* and the BC Film Commission's *Motion Picture Locations Code of Conduct*, which together form Appendix C and are part of this Agreement.

7.9 In relation to Film Production Activity that may occur on **Heritage Buildings, Heritage Sites or private property within** the City, and without limiting the generality of the foregoing, the Licensee shall, at its sole expense:

- a) provide notice to local residents on, in or near the vicinity of the Heritage Site of the proposed Film Production Activity at least 14 business days in advance;
- b) if required by the Film Coordinator, conduct polling of the local residents as to the proposed Film Production Activity and proceed only in accordance with any further direction by the Film Coordinator;
- c) adhere to the specific conditions of use for each Heritage Building or Heritage Site that may be stipulated by the City for that property;
- d) unless express permission in writing from the City is obtained in advance, not permit, allow or suffer smoking, eating or food catering service in, on or immediately around Heritage Building;
- e) consult with the Supervisor of the Richmond Museum and Heritage Services and obtain the express permission in writing from the Film Coordinator before
 - i. altering, changing, modifying, renovating, adding to or removing from or removing all or any part of the physical structure or appearance of a Heritage Building Site;
 - ii. using or allowing any use of smoke or Special Effects in a Heritage Building; or
 - iii. using or removing any artefacts stored, displayed or used in or on or within a Heritage Building or Heritage Site,
 - iv. allowing animals on or within a Heritage Building or Heritage Site; andshall comply with any recommendation or direction of, or terms of agreement entered into with, the Supervisor or Film Coordinator, who, subject to reconsideration by Council, may refuse the proposed alteration, change, modification, renovation, addition or removal or use or presence of an animal in their complete discretion; and shall be solely responsible to ensure that the Heritage Site and any Heritage Building is not harmed or damaged or destroyed; and
- f) ensure that any heaters used in a Heritage Building are of a type approved by the Compressed Gas Association (CGA) or Canadian Standards Association, and operated strictly in accordance with the manufacturer's instructions and recommendations;

7.10 In relation to **Film Production Activity on the Lands or any part thereof that encompasses a park**, and without limiting the generality of the foregoing, the Licensee shall:

- a) consult with the City's General Manager of Parks, Recreation and Cultural Services or his or her delegate if requested by the Film Coordinator, and proceed only with the approval of that General Manager and in accordance with any directions, restrictions, recommendations of the Film Coordinator and the General Manager;
- b) not prune, cut, plant, damage or remove vegetation except as expressly permitted by the General Manager of Parks, Recreation and Cultural Services or his or her delegate; and
- c) strictly comply with the City's *Tree Protection Bylaw no. 8057*.

- 7.11 In relation to Film Production Activity that may occur on or within an **Environmentally Sensitive Area**, and without limiting the generality of the foregoing, the Licensee shall:
- a). Consult with the City's Manager of Environmental Programs Department of the City and proceed only in accordance with any conditions, restrictions or direction stipulated by that official;
 - b). if requested by the Manager of the Environmental Programs Department, in relation to Film Production Activity that may occur within a Riparian Assessment Area :
 - (i) conduct an environmental assessment and proceed in accordance with the *Riparian Area Regulation*, B.C. Regulation 376/2004; and
 - (ii) ensure that the proposed activity is supervised by a qualified environmental professional as defined by the Riparian Area Regulation;
 - c). in all circumstances,
 - (iii) strictly avoid any harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes within a stream or a riparian assessment area; and
 - (iv) not discharge or deposit or suffer or allow deposit or discharge of any sediment, debris, or harmful or toxic matter of any kind to enter a stream or a water, storm water, sewer or drainage system of the City.
 - (v) Comply with the *Guidelines for Environmental Management While Filming in Environmentally-Sensitive Areas*, listed in Appendix D of the document.

8. Credits

- 8.1 The Licensee shall obtain the approval in writing of the City prior to use, publication, reproduction or display of any intellectual property of the City, including without limitation its name, trademarks, official marks or copyrighted material.
- 8.2 The City of Richmond may request that a movie or television identify the City in listing acknowledgments or credits and the Licensee shall reasonably consider accommodating such a request.

9. Confidentiality

- 9.1 The Licensee shall not, without the prior express consent in writing of the City, disclose any information provided by the City in confidence, and in particular any proprietary, sensitive, personal or confidential information accessed, disclosed, received, collected, used or compiled pursuant to this Agreement.
- 9.2 On termination of this Agreement, the Licensee shall return all information provided by the City to the Licensee, or thereafter compiled or developed by the Licensee, unless the express written consent of the City is obtained.
- 9.3 The Licensee acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

10. Related Companies

- 10.1 The Licensee shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Film Coordinator, give rise to a conflict of interest between the obligations of the Licensee to the City under this Agreement and the obligations of the Licensee to such other person, firm or corporation..

11. Order to Cease

- 11.1 The Film Coordinator may order the Licensee or any of its directors, officers, employees, servants, volunteers, licensees, invitees or agents to immediately cease and desist from any activity related to Film Production Activity if, in the reasonable opinion of the Film Coordinator, that activity amounts to a breach of a bylaw or term of this Agreement or where the activity is or could be hazardous or dangerous to persons or animals or that could seriously damage property, whether within the Lands or other City property or on private property. On receiving an order under this section, the Licensee shall immediately comply or take reasonable steps to comply in accordance with further direction by the Film Coordinator, the RCMP, the Fire Chief or other official as may be indicated in the Order.
- 11.2 The City shall not be liable for any costs, expenses or damages suffered or incurred, including, without limitation, loss of profit or other costs or damages, whether direct or indirect, arising or resulting from an order under this section.

12. Termination of Agreement

- 12.1 Either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.
- 12.2 Despite section 13.1, if in the reasonable opinion of the Film Coordinator, the Licensee breaches a material term of this Agreement, the Film Coordinator may give notice of termination immediately and in this circumstance, if the Licensee has not remedied the described breach within 48 hours or such other suitable period in the circumstances, notice is deemed to be received and this Agreement terminated 48 hours after notice has been communicated to the Licensee by whatever means reasonable in the circumstances; and the rights and remedies of the City under this Agreement shall continue and shall not be affected by termination under this section.

13. Notices

- 13.1 Subject to section 13.2, any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the third business day after the date of mailing.

14. General

- 14.1 This Agreement
- a) may be amended upon mutual agreement of the parties in writing;

- b) may not be transferred or assigned unless the prior express consent of the City in writing is obtained, which consent may be unreasonably withheld;
- c) enures to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary;
- d) represents the entire agreement of the parties, and no representations, warranties or conditions have been made other than those expressed, implied or referred to herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City; and
- e) shall be governed by and construed in accordance with the laws of British Columbia or Canada as may be applicable;

14.2 Wherever the singular or masculine or neuter is used, the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

14.3 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party whenever the context so requires or allows.

14.4 If any section, subsection, paragraph, sentence, clause or phrase in this Agreement is for any reason held to be invalid by an arbitrator or court of competent jurisdiction, the invalid portion is severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the City and the Licensee have executed this Agreement as of the day and year first above written.

City of Richmond

Per:

_____)
 General Manager,)
 Business and Financial Services)
)
)

Authorized Signatories of)
 ☉)
 (print name below signature))
)
)
 _____)
)
)
)
 _____)

SCHEDULE 1

MAP of LICENCE AREA

Appendix A

**Environmentally Sensitive Areas
Referred to in Section 1 (a)(ii)**

Please refer to the map listed at this link:

<http://www.richmond.ca/services/planning/ocp/maps/environment1.htm>

Appendix B:

**Heritage Sites
Referred to in Section 1 (g)**

1. Britannia Heritage Shipyard
2. London Farm
3. Minoru Chapel
4. Steveston Museum and Post Office
5. Interurban Tram
6. Branscombe House
7. Terra Nova Historic Buildings

Appendix C:**Code of Conduct for Cast and Crew of Licensee**

1. Production vehicles shall not block, or park in, driveways without the express permission of the driveway owner.
2. Pedestrian traffic shall not be obstructed at any time. All cables and similar items shall be channeled
3. Cast and crew shall not trespass on residents' or merchants' property. They shall remain within the boundaries of the property that has been permitted for filming.
4. No alcoholic beverages are permitted at any time on any set or location.
5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash shall be disposed of properly upon completion of the meal. All napkins, plates, and coffee cups used in the course of the workday shall be disposed of in the proper receptacles. All catering, crafts service, construction, strike and personal trash shall be removed from the location, ensuring that all locations are returned to their original condition.
6. Cast and crew shall observe designated smoking areas and always extinguish cigarettes in appropriate containers.
7. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the relevant municipal authority (existing city municipal code) or property owner.
8. Film crew shall not remove city street signs. City Staff shall do this. Contact the Film Coordinator to arrange for this service.
9. Every member of the cast and crew shall keep noise levels as low as possible at all times. Cast and crew will refrain from the use of lewd or improper language.
10. Licensee employees shall wear appropriate clothing while on location (i.e., t-shirts with offensive slogans or logos are not acceptable).

CODE OF CONDUCT FOR CAST AND CREW (FORM)

The Code of Conduct shall be attached to every filming notification which is distributed in the neighbourhood or business district in which Film Production Activity is carried on.

To the Public

If you find this production company is not adhering to this Code of Conduct, please call the City of Richmond Film Coordinator at 604-276-4030, Monday to Friday between 8:15 a.m. and 5:00 p.m., e-mail the office at rgilchrist@richmond.ca or send a fax to 604-276-4052.

_____ of _____
Production Manager Title of Production

at _____ *telephone number.*

When filming in a neighbourhood or business district, proper notification is to be provided to each merchant or resident directly affected by filming activity (this includes parking and base camp areas). The filming notice shall include:

- Name of production company, title of production
- Production type (e. g. feature film, movie of the week, tv pilot, etc.)
- Type and duration and description of activity (i.e. times, dates and number of days, including prep and strike).
- Company contact:

Location Manager

Location Assistant

Film Production Vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the Licence or Permit. Production vehicles shall park one by one, turning off engines as soon as possible. Cast and crew vehicles are not covered by the location-filming permit and shall observe designated parking areas noted by location managers. This shall appear on the call sheet map. Filming only takes place between 7:00 a.m. and 11:00 p.m. unless local residents are surveyed and a majority have indicated that they do not object. Written approval shall be obtained where possible, with name and address noted if home owner / tenant / business owner has no objection but does not wish to sign. Moving or towing of any vehicle is prohibited without the express permission of the vehicle's owner.

**BC FILM COMMISSION
CODE OF CONDUCT
MOTION PICTURE LOCATIONS**

General Courtesies

- Producers, cast and crew will follow the provisions of their motion picture production permit at all times
- A copy of the permit shall be on location at all times
- Filming only takes place during the times listed on the permit
- Pedestrians should always be treated with courtesy and not be obstructed at any time unless stipulated in the permit. All cables and similar items are to be channelled neatly and safely
- Producers must notify the public in writing whenever production activities may directly affect or disrupt their daily lives. The notice must include the name of the company, working title of the project, production type (e.g. feature, MOW, TV series) and a brief description of the activity. It also must include a clear account of the date and time of disruption.
- All catering, construction, strike and personal trash must be removed from the location; locations must be left in their original condition
- Removing or cutting signs or plants from any public or private location are not allowed

Vehicles

- Production vehicles must not arrive before the time stipulated on the permit, and should arrive one at a time, and turn their engines off as soon as possible
- Cast and crew vehicles are not covered by the location-filming permit and must use designated parking areas only
- Production vehicles shall not block driveways or gated access without permission
- Vehicles shall not display signs, posters or pictures that the public may find offensive or objectionable (i.e. material containing vulgar language or sexual content)
- Crew cannot move a private vehicle to accommodate filming or parking, without permission of the owner. If a vehicle is parked in a restricted area, the appropriate authority will remove it

Cast and Crew

- Cannot trespass on private property: they must remain within the boundaries of the property that has been permitted for filming
- Cannot drink alcohol on public property
- Must be served their meals, and eat, in the designated areas
- Must follow smoking restrictions and always leave cigarettes in the appropriate containers
- Shall keep noise as low as possible at all times and refrain from using lewd or improper language
- Shall wear appropriate clothing – for example-T-shirts with offensive slogans are not acceptable- and comply with appropriate employee safety regulations

- Will wear a production pass, as required
- Will not bring guests or pets to the location, without advance permission

Thank you honouring this Code of Conduct. Failure to comply can result in disciplinary action by the government authority, production company, union, guild or association.

Appendix D – Guidelines for Environmental Management While Filming in Environmentally-Sensitive Areas

General Requirements

- a) Filming activities will be conducted in a manner to avoid damage to the environment.
- b) There is to be no alteration to any watercourse, which includes but is not limited to City ditches without prior consent of the City of Richmond and any other applicable authorizations.
- c) The Film Production Company is responsible for ensuring that its activities are conducted in a manner which is in compliance with all applicable municipal, provincial and federal environmental legislation, including but not limited to the *Federal Fisheries Act*, and the *Provincial Environmental Management Act*.
- d) Filming activities will be conducted in a manner which is compliant with the City's Pollution Prevention and Spill-Clean-up Bylaw. There is to be no discharge of any polluting substance into any storm sewer, ditch, watercourse or on to soils.
- e) The City must be notified should hazardous materials be proposed. The City may require that the Film Production Company provide to the City a risk assessment and management strategy, as prepared by a qualified environmental professional, for managing potential risks associated with the proposed use of any hazardous materials prior to any filming activity. Any costs for this shall be the responsibility of the Film Production Company.
- f) Should damage occur, the City reserves the right to require compensation of any environmental damage to have occurred as a result of filming to the City's satisfaction. The City may require that the Film Production Company engage the services of a qualified environmental professional to prepare a suitable compensation plan which is approved by the City and any other applicable regulatory authorities. The Film Production Company will be responsible for implementing the compensation plan at no cost to the City and in accordance with any conditions of approval.

Special Area Restrictions

- a) Filming or any related activity is restricted within City designated Environmental Sensitive Areas and Riparian Management Areas. Certain areas, because of their environmental sensitivity, may be off limits to filming and film crew staging depending on the specific site and nature of the proposed activity.
- b) Any activity within a City designated Environmental Sensitive Area and/or Riparian Management Area must comply with the above general environmental requirements and to the following additional requirements.
- c) Non-essential filming activity within a City designated Environmental Sensitive Area and/or Riparian Management Area will not be permitted.
- d) There is to be no disturbance to non-invasive vegetation in City designated Environmental Sensitive Areas and/or Riparian Management Areas.
- e) Any proposed activity within a City designated Environmental Sensitive Area and/or Riparian Management Area will require that the Film Production Company submit to the Film Coordinator an environmental assessment report. This report shall be produced at the Film Production Company's expense and be approved by the City before any filming activity can take place.

- f) The environmental assessment report must:
- be prepared by a qualified environmental professional;
 - review proposed activities and identify what potential impacts may occur;
 - identify mitigation and environmental management strategies, including but not limited to on-site monitoring and reporting, which will be adhered to during the filming activity;
 - demonstrate that the activities comply with City environmental requirements (e.g., no disturbance of non-invasive vegetation, no discharge of polluting substances, no employment of non-essential activities, compliance with all applicable environmental legislation, etc.), and
 - include a determination that the activities proposed, in combination with the mitigation/management strategies, will result in a net positive impact.

END